

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Adam's Morgan Spaghetti Garden, Inc. )  
t/a Spaghetti Garden )

Application for a Retailer's Class )  
CR License – substantial change )  
at premises )  
2317 18<sup>th</sup> Street, NW )  
Washington, D.C. )

Case No. 11987-04/052P  
2004-59

Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C,  
Protestant

Matt Forman, President, on behalf of Kalorama Citizens Association, Protestant

Andrew J. Kline, Esquire, on behalf of Applicant

**BEFORE:** Charles A. Burger, Chairperson  
Vera Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member

**ORDER ON WITHDRAWN PROTEST  
AND VOLUNTARY AGREEMENT**

The request to expand the licensed premise into the adjoining premises located at 2317-19 18<sup>th</sup> Street, NW, first, second and third floors, was protested. The matter came before the Board on January 7, 2004, in accordance with D.C. Official Code § 25-601 (2000 Edition). Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and Matt Forman, President, on behalf of Kalorama Citizens Association, filed timely protest letters.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated April 17, 2004, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

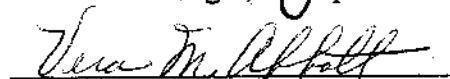
Adam's Morgan Spaghetti Garden, Inc.  
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Accordingly, it is this 21<sup>st</sup> day of July 2004, **ORDERED**  
that:

1. The opposition of Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and Matt Forman, President, on behalf of Kalorama Citizens Association is **WITHDRAWN**;
2. The request to expand the licensed premises into the adjoining premises located at 2317-19 18<sup>th</sup> Street, N.W., first, second and third floors, has been **GRANTED** to Adams Morgan Spaghetti Garden, Inc. t/a Spaghetti Garden, holder of a Retailer's Class CR License (substantial change) at 2317 18<sup>th</sup> Street, NW, Washington, D.C.;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

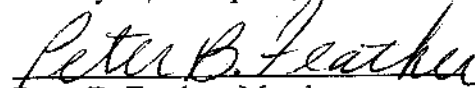
District of Columbia  
Alcoholic Beverage Control Board

  
Charles A. Burger, Chairperson

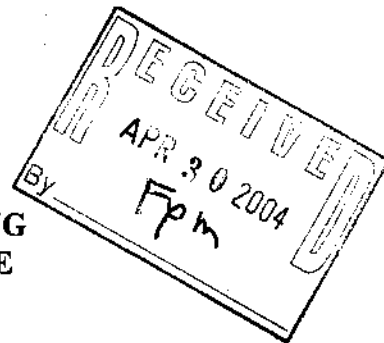
  
Vera Abbott, Member

  
Judy A. Moy, Member

  
Audrey E. Thompson, Member

  
Peter B. Feather, Member

**COOPERATIVE AGREEMENT CONCERNING  
SUBSTANTIAL CHANGE OF ABC LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**



**AGREEMENT**, made and entered into this 17th day of April, 2004, by and between Adams Morgan Spaghetti Garden, Inc. trading as Spaghetti Garden (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C (hereinafter "ANC-1C") and Kaporama Citizens Association (hereinafter the "KCA"), hereinafter, the "Parties".

**Whereas**, Applicant has filed an Application (No. 11987) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a Class CR License (No.10284) located at 2317-19 18<sup>th</sup> Street, N.W., Washington DC 20009,

**Whereas**, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC-1C's and the KCA's concerns and to include this Agreement as a formal condition of its Application, and (2) ANC-1C and the KCA will agree to the approval of the application provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement,

**Whereas**, Applicant has recently taken or intends to take certain measures designed to ameliorate ANC-1C's and the KCA's concerns,

**Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:**

**The Parties agree that this agreement replaces and nullifies any and all previous agreements between the Parties.**

**There is a companion agreement that addresses the placement of the "Roxanne" license into safekeeping, signed and dated the same day as this agreement.**

**The License will change from a Class CR-02 to a Class CR-03.**

**1. Operation**

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available at all times when the establishment is open for business.

## **2. Hours of Operation**

### **INSIDE:**

Sunday: 12:00 noon until 2:00 am  
Monday through Thursday: 12:00 noon until 2:00 am  
Friday and Saturday: 12:00 noon until 3:00 am

### **SUMMER GARDEN (the outside portion of the rooftop of 2319 18<sup>th</sup> Street):**

Sunday through Thursday: 12:00 noon until 1:00 am. No *further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed *before* 1:00 am  
Friday and Saturday: 12:00 noon until 2:00 am. No *further* patrons will be seated after 2:00 am. Patrons seated before 2:00 am may remain to finish those orders placed *before* 2:00 am.

The doors from the rear, inside portion of the rooftop **Summer Garden** will be kept closed each night of operation, starting at:

11:00 pm, Sunday through Thursday, and 12:00 midnight, Friday and Saturday

### **SIDEWALK CAFÉ (public space in front of 2317 18<sup>th</sup> Street):**

Sunday through Thursday: 12:00 noon until 11:30 pm. No *further* patrons will be seated after 11:30 pm. Patrons seated before 11:30 pm may remain to finish those orders placed *before* 11:30 pm

Friday and Saturday: 12:00 noon until 1:00 am. No *further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed *before* 1:00 am

Applicant agrees to not operate a Sidewalk Café in front of 2319 18<sup>th</sup> Street, N.W.

Applicant agrees to operate the Sidewalk Café in front of 2317 18<sup>th</sup> Street under the following conditions set by the Public Space Committee on 3-27-95:

- a.) Applicant will obtain and keep current the required Certificate of Use.
- b.) The rental period for the Sidewalk Café will be from April 1 through October 30, each year.
- c.) All furniture, railing and equipment will be removed from public space between November 1 and March 30, each year.
- d.) The Sidewalk Café will be laid out in accordance with the approved drawing and will provide six (6) feet of clear passageway between the tree box and the Sidewalk Café railing.
- e.) The use of public space for the Sidewalk Cafe will comply with all applicable provisions of Chapters 2 and 3 of 24DCMR.

Further, Applicant agrees to remove the wood decking and operate the sidewalk café on the concrete sidewalk.

Last call will be announced 35 minutes before closing and all sales of alcohol will end 25 minutes before closing, each night of operation.

### 3. Occupancy

Capacity will not exceed:

2317 18<sup>th</sup> Street: Spaghetti Garden/Brass Monkey: Seating, Tables, Chairs and Bars:

First Floor:	50
Second Floor:	50
<b>Total, 2317 18<sup>th</sup> Street</b>	<b>100</b>

2319 18<sup>th</sup> Street: Roxanne/Peyote: Seating, Tables Chairs and Bars:

First Floor (Basement)	46
Second & Third Floors (Combined)	91
<b>Total, 2319 18<sup>th</sup> Street</b>	<b>137</b>

<b>Total Restaurant Occupancy of Combined Business Operations and Premises:</b>	<b>237</b>
Sidewalk Café on Public Space in front of Spaghetti Garden, 2317 18 <sup>th</sup> Street:	10

### 4. Noise/Music/Dancing

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.
- b) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c) Music from inside will not be audible at surrounding residential housing areas.
- d) There will be no cover charge.
- e) There will be no designated dance area.
- f) Karaoke performances are permitted in the Basement of Roxanne/Peyote, 2319 18<sup>th</sup> Street.
- g) A trio of acoustic instrument musicians (no amplification) may perform at the rear of the first floor of 2317 18<sup>th</sup> Street, N.W. (The Spaghetti Garden Space). While live music performances take place, all front doors and windows will be closed.

#### 5. Trash/Garbage/Rodents

a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

b) Applicant agrees to segregate bottles (and recycle bottles, cans and cardboard in accordance with DC Law from trash and agrees not to dispose of the recycling and refuse in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.

#### 6. Exterior, Including Public Space

a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters. Applicant agrees to provide ANC-1C with a copy of the contract to remove same from the establishment.

#### 7. Miscellaneous

a) Applicant agrees not to place outside in the public space Sidewalk Café or the Summer Garden any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space Sidewalk Cafe or the Summer Garden

b) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner-manager is not present and managing the business.

c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

#### 8. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

9. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:30 pm to 7:00 am.

10. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. If Applicant desires to modify the terms of this agreement, then prior to implementing the changes, Applicant shall receive written agreement from ANC-1C after a majority of Commissioners shall have voted in favor of the changes at a full public meeting, a quorum being present.

11. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the ANC or the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

12. Availability of Voluntary Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.

Applicant: 4 29 04

By: 

Iraj Askarinam

Date: \_\_\_\_\_

Advisory Neighborhood Commission 1C:

By: 

Alan J. Roth, Chairman

Date: APRIL 21, 2004

For Kalorama Citizens Association

By: 

Denis I. E. James, Executive Vice President  
& ABC licensing Committee Chairman

Date: APRIL 17, 2004